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**SPECIAL RESOLUTION OF ALL THE MEMBERS OF JARVIS PRIMARY
HEALTH LIMITED IN ACCORDANCE WITH REGULATION 53 OF TABLE A
AND FOR THE PURPOSES OF S155(4) AND (5) OF THE COMPANIES ACT 1985**



**JARVIS PRIMARY HEALTH LIMITED
(the "COMPANY")
A PRIVATE COMPANY LIMITED BY SHARES
UNDER THE COMPANIES ACTS 1985 to 1989**

REGISTERED NUMBER: 4316249

WRITTEN RESOLUTIONS

21 December 2001


Pursuant to section 381A and paragraph 4 of Schedule 15A of the Companies Act 1985 (the "Act") we, the undersigned, being all the registered members of the Company entitled to attend and vote at a general meeting of the Company, resolve as a special resolution:

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THAT in connection with; (a) the acquisition of ~~925~~ 916,635 B Shares in the Company by The Healthcare Property Company Limited (the "Purchaser"), (b) the acquisition of Two Ordinary Shares in Healthcare Property (Leamington Spa) Limited ("HPLS") by the Company, (c) the acquisition of One Ordinary Share in Healthcare Property (Hinckley) Limited ("HPHL") by the Company; and (d) the acquisition of Two Ordinary Shares in Healthcare Property (Wingate) Limited ("HPWL") by the Company in each case pursuant to and in accordance with a subscription and shareholders agreement (the "Shareholders Agreement") made between the Purchaser, Jarvis Plc, the Company, Henry Lafferty and Sinclair Montrose Trust Limited dated 23 November 2001 and an asset purchase agreement (the "Asset Purchase Agreement") made between the Company and the Purchaser dated 23 November 2001;

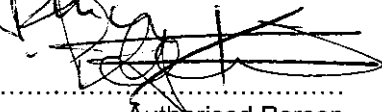
- 1 the giving of the following financial assistance, under section 155 of the Act, is hereby approved namely:
 - 1.1 the execution by the Company of a term loan facility agreement (the "Facility Agreement") in such form as the board of directors of the Company shall approve, with The General Practice Finance Corporation Limited (the "Lender") pursuant to which the Lender will make available to the Company a term loan facility of £7,875,306;
 - 1.2 the execution by the Company of a deed of legal charge (the "English Security") in such form as the board of directors of the Company shall approve, for the benefit of the Lender (in its capacity as trustee the "Trustee") as security for the payment and discharge of the Indebtedness;
 - 1.3 the execution by the Company of standard security (the "Scottish Security") in such form as the directors of the Company shall approve, to be made between the Company and the Trustee by way of security for the payment and discharge of Indebtedness;

- 1.4 the execution by the Company of a deed of assignment (the "Transferred Properties Assignment") in such form as approved by the directors of the Company, over the rental and other income from the Transferred Properties by way of security for the payment and discharge of the Indebtedness;
- 1.5 the execution by the Company of a deed of assignment (the "Development Property Assignment") over the rental and other income from the Development Property, in such form as approved by the directors of the Company, by way of security for the payment and discharge of the Indebtedness;
- 1.6 the execution by the Company of a deed of assignment (the "Scottish Assignment") in such form as approved by the directors of the Company, over the rental and over income from the Scottish Property as security for the payment and discharge of the Indebtedness;
- 1.7 the execution by the Company of a deed of charge (the "Share Charge") in such form as approved by the directors of the Company, over the shares in The Rupert Fison Centre Limited in favour of the Trustee by way of security for the payment and discharge of Indebtedness;
- 1.8 the execution of a blank stock transfer form (the "Share Transfer") for the shares in The Rupert Fison Centre Limited;
- 1.9 the execution by the Company of a deed of release, amendment and security (the "Amendment Deed") in such form as approved by the directors of the Company;
- 1.10 the execution by HPWL of the English Security and the Amendment Deed;
- 1.11 the execution by HPLS of the English Security, the Amendment Deed and a deed of assignment of rent (the "LS Assignment");
- 1.12 the execution by HPHL of the English Security, the Amendment Deed and a deed of assignment of rent (the "H Assignment");
- 1.13 the deed of legal charge (the "HPWL Charge") made between HPWL and the Purchaser in favour of the Trustee dated 14 January 2000 which will stand as security for the Indebtedness;
- 1.14 supplemental deed (the "HPLS Charge") made between the Purchaser, HPWL, HPLS and the Trustee dated 22 December 2000 which will stand as security for the Indebtedness;
- 1.15 deed of assignment (the "HPWL Assignment") made between HPWL in favour of the Trustee dated 6 November 2000 which will stand as security for the Indebtedness; and
- 1.16 supplemental deed (the "HPHL Charge") made between the Purchaser, HPWL, HPLS, HPHL and the Trustee dated 27 July 2001 which will stand as security for the Indebtedness.
- 2 the statutory declarations and auditors reports furnished to the meeting together with this resolution are approved; and
- 3 the giving of the following financial assistance, under Section 155 of the Act, is hereby approved namely the execution by the Company, HPWL, HPLS and HPHL (as applicable) of the Security Documents.

Jarvis Plc


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Authorised Person

The Healthcare Property Company Limited


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Authorised Person

Henry Lafferty


.....
Henry Lafferty

SCHEDULE OF DEFINITIONS

"Development Property"	:	means the property situated at Medical Centre Darlington, Victoria Road, Darlington, County Durham, HM Title Number DU238471;
"Group Member"	:	means the Company and any company which is a holding company or subsidiary of the Company from time to time which has an obligation to any Lender in relation to the Indebtedness;
"Indebtedness"	:	means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to the Trustee or any Lender or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent, on any account whatsoever and in any manner whatsoever and as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses;
"Lender"	:	the Trustee, CGNU Plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member;
"Security Documents"	:	means the Facility Agreement, the English Security, the Scottish Security, the Transferred Property Assignment, the Development Property Assignment, the Scottish Assignment, the Share Charge, the Share Transfer, the Amendment Deed, the LS Assignment, the H Assignment, the HPWL Charge, the HPWL Assignment, the HPLS Charge and the HPHL Charge;
"Scottish Property"	:	means the property situated at Restalrig Medical Centre, Hawkhill, Leith, Edinburgh;
"Transferred Properties"	:	means the properties situated at: Armada Centre Surgery, Drake Road, Chafford Hundred, Thurrock, Essex, HM Title Number EX601273; The Communal Medical Centre, Manor Village, Bussage, Chalford, Gloucestershire, HM Title Number GR168410; Medical Centre, Delves Lane, Consett, County Durham DH8, HM Title Number DU223122;

Maylands Health Centre, Upper Rainham
Road, Hornchurch, Essex, HM Title Number
EGL8153;

The Birches Medical Centre, 12 Acre
Approach, Grange Farm, Kesgrave, Ipswich,
Suffolk, HM Title Number SK177020; and

The Medical Centre, Fen Road, Watlington,
Kings Lynn, Norfolk, HM Title Number
NK202788.